

EXHIBIT 20

VOYNOW, BAYARD AND COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

NORTHBROOK CORPORATE CENTER

1219 NORTHBROOK DRIVE, SUITE 140

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RICH WHYTE, CPA

RANDALL E. FRANZEN, CPA
DAVID A. KAPLAN, CPA
CHARLES L. GLOSS, CPA
STEVEN W. WHITE, CPA

PAUL VOYNOW, CPA

December 30, 2008

Mr. John Koufakis
Star Nissan, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Star Toyota

Dear John:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2008 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2008. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

Our engagement will be satisfied upon delivery of the completed returns. Therefore, you will be solely responsible for filing the returns with the appropriate taxing authorities.

We will prepare the returns from information provided us. It is the your responsibility to provide all the information required for the preparation of complete and accurate returns. We will not audit or otherwise verify the information submitted. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Historically, we have provided assistance in preparing certain reconciliations of balance sheet and income statement accounts based on the information supplied to us. This list is not necessarily all inclusive:

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses
-

Unless otherwise noted by you, this same assistance will be provided during the current year engagement and is subject to the same terms and conditions set forth in this letter. Please note that we will not determine the completeness or accuracy of the information supplied and the assistance we do provide is not to be construed as an oversight function, in any respect, of a company's accounting system; therefore, there should be no reliance,

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December 30, 2008
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stated or implied, by a company on the accuracy of the assistance we are to provide. As a result of our assistance, we may propose standard, adjusting, or correcting journal entries to your books and records. The company, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries on the returns. Furthermore, it is the company's responsibility, once these entries have been agreed to, to post the entries to its accounting system in a timely manner.

The law provides various penalties that may be imposed when taxpayers understate their liability. You acknowledge that such understated tax, and any imposed interest and penalty thereon, are your responsibility. A company's returns may be selected for review by the taxing authorities or a company may receive a notice requesting a response to certain issues on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services.

Any additional services not referenced above will be considered "out of scope" of this engagement letter. Prior to the commencement of "out of scope" services, we will discuss the nature and extent of the work that clarifies these services.

The timeliness of a company's cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare the return within a reasonable period of time prior to the applicable filing deadline.

We will not audit or otherwise verify the data submitted. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask the company for clarification of some of the information provided, and we will inform the company of any material errors, fraud, or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on the tax returns for correctness.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. In the end, we will adopt, on the company's behalf the alternative which you select after having considered the information provided by us. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are forbidden from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

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December 30, 2008
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Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, the company agrees to reimburse us for the costs of collection including attorneys' fees.

Any inability to sign a tax return, or non-response of information requested will constitute a basis for our election to terminate our services. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the returns. The company will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the company agrees to compensate us, as set forth above, for the time we expend in connection with such response.

In the event that we become obligated to pay any judgement or similar award, the company agrees to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that the company provided to us during the course of this engagement. The company agrees to indemnify us, defend us, and hold us harmless against such obligations, agreements and/or costs.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

Voynow, Bayard and Company

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

John Koufakis

Date

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VOYNOW, BAYARD AND COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

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PAUL VOYNOW, CPA

December 30, 2008

Mr. Mike Koufakis
Star Toyota
205-11 Northern Boulevard
Bayside, NY 11361

Re: Star Toyota
Star Hyundai
Star Mitsubishi
Koufakis Reality, LLC
Koufakis Realty 211-52 Jamaica Ave, LLC
211-48 Jamaica Ave, LLC
210-10 Jamaica Ave, LLC

Dear Mike:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

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Star Toyota
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Page 2

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Page 3

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Star Toyota
December 30, 2008
Page 4

Very truly yours,

Voynow, Bayard and Company

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Mike Koufakis

Date

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VOYNOW_035699

VOYNOW, BAYARD AND COMPANY

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CHARLES L. KLOSS, CPA
STEVEN W. WHITE, CPA

PAUL VOYNOW, CPA

December 30, 2008

Mr. Steve Koufakis
Metro Chrysler
c/o Star Nissan, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Metro Chrysler
Star Auto Body of Queen Village LLC

Dear Steve:

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Metro Chrysler
December 30, 2008
Page 2

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Metro Chrysler
December 30, 2008
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Very truly yours,

Voynow, Bayard and Company

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Steve Koufakis

Date

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VOYNOW_035702

VOYNOW, BAYARD AND COMPANY

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DAVID A. RAFLAN, CPA
STEVEN W. WHITE, CPA

PAUL VOYNOW, CPA

December 30, 2009

Mr. John Koufakis
Star Nissan, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Star Nissan, Inc.

Dear John:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2009 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2009. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

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Star Nissan, Inc.
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Page 2

provide. As a result of our assistance, we may propose standard, adjusting, or correcting journal entries to your books and records. The company, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries on the returns. Furthermore, it is the company's responsibility, once these entries have been agreed to, to post the entries to its accounting system in a timely manner.

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Star Nissan, Inc.
December 30, 2009
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The company should retain all documents, cancelled checks, and other data that form the basis of income, deductions, and credits. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. The company has the final responsibility for the tax returns and, therefore, it should be reviewed carefully before being signed.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the company agrees to compensate us, as set forth above, for the time we expend in connection with such response.

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Voynow, Bayard and Company

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

John Koufakis

Date

VOYNOW_035705
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VOYNOW, BAYARD AND COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

NORTHBROOK CORPORATE CENTER

1210 NORTHBROOK DRIVE, SUITE 140

TREVOSE, PENNSYLVANIA 19083

(215) 355-8100

FAX: (215) 356-2030

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RANDALL E. FRANZEN, CPA
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December 30, 2009

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206-26 Northern Boulevard
Bayside, NY 11361

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Page 2

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The law provides various penalties that may be imposed when taxpayers understate their liability. You acknowledge that such understated tax, and any imposed interest and penalty thereon, are your responsibility. A company's returns may be selected for review by the taxing authorities or a company may receive a notice requesting a response to certain issues on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services.

Any additional services not referenced above will be considered "out of scope" of this engagement letter. Prior to the commencement of "out of scope" services, we will discuss the nature and extent of the work that clarifies these services.

The timeliness of a company's cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare the return within a reasonable period of time prior to the applicable filing deadline.

We will not audit or otherwise verify the data submitted. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask the company for clarification of some of the information provided, and we will inform the company of any material errors, fraud, or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on the tax returns for correctness.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. In the end, we will adopt, on the company's behalf the alternative which you select after having considered the information provided by us. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are permitted to sign a tax return only if we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

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Star Chrysler, Inc.
December 30, 2009
Page 3

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

Any inability to sign a tax return, or non-response of information requested will constitute a basis for our election to terminate our services. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the returns. The company will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice.

The company should retain all documents, cancelled checks, and other data that form the basis of income, deductions, and credits. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. The company has the final responsibility for the tax returns and, therefore, it should be reviewed carefully before being signed.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the company agrees to compensate us, as set forth above, for the time we expend in connection with such response.

In the event that we become obligated to pay any judgement or similar award, the company agrees to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that the company provided to us during the course of this engagement. The company agrees to indemnify us, defend us, and hold us harmless against such obligations, agreements and/or costs.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

Voynow, Bayard and Company

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Stephen Koufakis

Date

VOYNOW_035708
VOYNOW_035708

VOYNOW, BAYARD AND COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

NORTHBROOK CORPORATE CENTER

1216 NORTHBROOK DRIVE, SUITE 140

TREVOSE, PENNSYLVANIA 19333

(215) 355-8000

FAX: (215) 356-2000

PARTNERS:
ROBERT H. BAYARD, CPA
EDMUND MANN, CPA
HUGH WHYTE, CPA

RANDALL E. FRANZEN, CPA
DAVID A. KARLAN, CPA
STEVEN W. WHITE, CPA

PAUL VOYNOW, CPA

December 30, 2009

Mr. Steve Koufakis
Metro Chrysler
c/o Star Nissan, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Metro Chrysler
Star Auto Body of Queen Village LLC

Dear Steve:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2009 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2009. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

Our engagement will be satisfied upon delivery of the completed returns. Therefore, you will be solely responsible for filing the returns with the appropriate taxing authorities.

We will prepare the returns from information provided us. It is the your responsibility to provide all the information required for the preparation of complete and accurate returns. We will not audit or otherwise verify the information submitted. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Historically, we have provided assistance in preparing certain reconciliations of balance sheet and income statement accounts based on the information supplied to us. This list is not necessarily all inclusive:

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses

Unless otherwise noted by you, this same assistance will be provided during the current year engagement and is subject to the same terms and conditions set forth in this letter. Please note that we will not determine the completeness or accuracy of the information supplied and the assistance we do provide is not to be construed as an oversight function, in any respect,

MEMBER • AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER • PENNSYLVANIA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

VOYNOW_035709
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Metro Chrysler
December 30, 2009
Page 2

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VOYNOW_035710

Metro Chrysler
December 30, 2009
Page 3

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

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If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

Voynow, Bayard and Company

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Steve Koufakis

Date

VOYNOW_035711
VOYNOW_035711

VOYNOW, BAYARD AND COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

NORTHBROOK CORPORATE CENTER

1210 NORTHBROOK DRIVE, SUITE 140

TREVOSE, PENNSYLVANIA 19083

(215) 355-5800

FAX: (215) 396-2000

PARTNERS:
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KENNETH MANN, CPA
HUGH WHYTE, CPA

RANDALL E. FRANZEN, CPA
DAVID A. KAPLAN, CPA
STEVEN W. WHITE, CPA

PAUL VOYNOW, CPA

December 30, 2009

Mr. Michael Koufakis
Star Toyota, Inc.
205-11 Northern Boulevard
Bayside, NY 11361

Re: Star Toyota, Inc.
Star Auto Body of Queen Village LLC
Star Auto Sales of Queens, LLC (Star Subaru)
Star Mitsubishi
Koufakis Reality LLC
Koufakis Realty 211-52 Jamaica Ave
210-10 Jamaica Ave, LLC
211-48 Jamaica Ave, LLC
Star Hyundai, LLC

Dear Michael:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2009 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2009. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

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MEMBER • AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER • PENNSYLVANIA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

VOYNOW_035712
VOYNOW_035712

Star Toyota, Inc.
December 30, 2009
Page 2

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses

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--

VOYNOW_035713
VOYNOW_035713

Star Toyota, Inc.
December 30, 2009
Page 3

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. In the end, we will adopt, on the company's behalf the alternative which you select after having considered the information provided by us. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are permitted to sign a tax return only if we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

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We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

VOYNOW_035714
VOYNOW_035714

Star Toyota, Inc.
December 30, 2009
Page 4

Very truly yours,

Voynow, Bayard and Company

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Michael Koufakis

Date

VOYNOW_035715
VOYNOW_035715

December 30, 2008

Mr. John Koufakis
Star Nissan, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Star Toyota

Dear John:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2008 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2008. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

Our engagement will be satisfied upon delivery of the completed returns. Therefore, you will be solely responsible for filing the returns with the appropriate taxing authorities.

We will prepare the returns from information provided us. It is the your responsibility to provide all the information required for the preparation of complete and accurate returns. We will not audit or otherwise verify the information submitted. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Historically, we have provided assistance in preparing certain reconciliations of balance sheet and income statement accounts based on the information supplied to us. This list is not necessarily all inclusive:

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses
-

VOYNOW_028329

Unless otherwise noted by you, this same assistance will be provided during the current year engagement and is subject to the same terms and conditions set forth in this letter. Please note that we will not determine the completeness or accuracy of the information supplied and the assistance we do provide is not to be construed as an oversight function, in any respect, of a company's accounting system; therefore, there should be no reliance, Star Nissan, Inc.
December 30, 2008
Page 2

stated or implied, by a company on the accuracy of the assistance we are to provide. As a result of our assistance, we may propose standard, adjusting, or correcting journal entries to your books and records. The company, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries on the returns. Furthermore, it is the company's responsibility, once these entries have been agreed to, to post the entries to its accounting system in a timely manner.

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You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which

will among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on the tax returns for correctness.

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Star Nissan, Inc.

December 30, 2008

Page 3

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, the company agrees to reimburse us for the costs of collection including attorneys' fees.

Any inability to sign a tax return, or non-response of information requested will constitute a basis for our election to terminate our services. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the returns. The company will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice.

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We appreciate the opportunity to be of service to you and believe this

letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

John Koufakis

Date

December 30, 2008

Mr. Mike Koufakis
Star Toyota
205-11 Northern Boulevard
Bayside, NY 11361

Re: Star Toyota
Star Hyundai
Star Mitsubishi
Koufakis Reality, LLC
Koufakis Realty 211-52 Jamaica Ave, LLC
211-48 Jamaica Ave, LLC
210-10 Jamaica Ave, LLC

Dear Mike:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

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VOYNOW_028325

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- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses

Star Toyota
December 30, 2008
Page 2

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Star Toyota
December 30, 2008
Page 3

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Star Toyota
December 30, 2008
Page 4

Very truly yours,

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Mike Koufakis

Date

VOYNOW_028328

December 30, 2008

Mr. Steve Koufakis
Metro Chrysler
c/o Star Nissan, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Metro Chrysler
Star Auto Body of Queen Village LLC

Dear Steve:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2008 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2008. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

Our engagement will be satisfied upon delivery of the completed returns. Therefore, you will be solely responsible for filing the returns with the appropriate taxing authorities.

We will prepare the returns from information provided us. It is the your responsibility to provide all the information required for the preparation of complete and accurate returns. We will not audit or otherwise verify the information submitted. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Historically, we have provided assistance in preparing certain reconciliations of balance sheet and income statement accounts based on the information supplied to us. This list is not necessarily all inclusive:

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses

VOYNOW_028321

Unless otherwise noted by you, this same assistance will be provided during the current year engagement and is subject to the same terms and conditions set forth in this letter. Please note that we will not determine the completeness or accuracy of the information supplied and the assistance we do provide is not to be construed as an oversight function, in any respect, Metro Chrysler

December 30, 2008

Page 2

of a company's accounting system; therefore, there should be no reliance, stated or implied, by a company on the accuracy of the assistance we are to provide. As a result of our assistance, we may propose standard, adjusting, or correcting journal entries to your books and records. The company, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries on the returns. Furthermore, it is the company's responsibility, once these entries have been agreed to, to post the entries to its accounting system in a timely manner.

The law provides various penalties that may be imposed when taxpayers understate their liability. You acknowledge that such understated tax, and any imposed interest and penalty thereon, are your responsibility. A company's returns may be selected for review by the taxing authorities or a company may receive a notice requesting a response to certain issues on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services.

Any additional services not referenced above will be considered "out of scope" of this engagement letter. Prior to the commencement of "out of scope" services, we will discuss the nature and extent of the work that clarifies these services.

The timeliness of a company's cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare the return within a reasonable period of time prior to the applicable filing deadline.

We will not audit or otherwise verify the data submitted. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask the company for clarification of some of the information provided, and we will inform the company of any material errors, fraud, or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for

VOYNOW_028322

retaining supporting documentation for those transactions, all of which will among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on the tax returns for correctness.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. In the end, we will adopt, on the company's behalf the alternative which you select after having considered the information provided by us. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are forbidden from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

Metro Chrysler

December 30, 2008

Page 3

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, the company agrees to reimburse us for the costs of collection including attorneys' fees.

Any inability to sign a tax return, or non-response of information requested will constitute a basis for our election to terminate our services. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the returns. The company will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the company agrees to compensate us, as set forth above, for the time we expend in connection with such response.

In the event that we become obligated to pay any judgement or similar award, the company agrees to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that the company provided to us during the course of this engagement. The company agrees to indemnify us, defend us, and hold us harmless against such obligations, agreements and/or costs.

We appreciate the opportunity to be of service to you and believe this

letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Steve Koufakis

Date

December 30, 2009

Mr. Stephen Koufakis
Star Chrysler, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Star Chrysler, Inc.

Dear Stephen:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2009 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2009. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

Our engagement will be satisfied upon delivery of the completed returns. Therefore, you will be solely responsible for filing the returns with the appropriate taxing authorities.

We will prepare the returns from information provided us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. We will not audit or otherwise verify the information submitted. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Historically, we have provided assistance in preparing certain reconciliations of balance sheet and income statement accounts based on the information supplied to us. This list is not necessarily all inclusive:

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses

Unless otherwise noted by you, this same assistance will be provided during

VOYNOW_028337

the current year engagement and is subject to the same terms and conditions set forth in this letter. Please note that we will not determine the completeness or accuracy of the information supplied and the assistance we do provide is not to be construed as an oversight function, in any respect, of a company's accounting system; therefore, there should be no reliance, stated or implied, by a company on the accuracy of the assistance we are to Star Chrysler

December 30, 2009

Page 2

provide. As a result of our assistance, we may propose standard, adjusting, or correcting journal entries to your books and records. The company, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries on the returns. Furthermore, it is the company's responsibility, once these entries have been agreed to, to post the entries to its accounting system in a timely manner.

The law provides various penalties that may be imposed when taxpayers understate their liability. You acknowledge that such understated tax, and any imposed interest and penalty thereon, are your responsibility. A company's returns may be selected for review by the taxing authorities or a company may receive a notice requesting a response to certain issues on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services.

Any additional services not referenced above will be considered "out of scope" of this engagement letter. Prior to the commencement of "out of scope" services, we will discuss the nature and extent of the work that clarifies these services.

The timeliness of a company's cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare the return within a reasonable period of time prior to the applicable filing deadline.

We will not audit or otherwise verify the data submitted. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask the company for clarification of some of the information provided, and we will inform the company of any material errors, fraud, or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented

on the tax returns for correctness.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. In the end, we will adopt, on the company's behalf the alternative which you select after having considered the information provided by us. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are permitted to sign a tax return only if we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

Star Chrysler, Inc.
December 30, 2009
Page 3

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

Any inability to sign a tax return, or non-response of information requested will constitute a basis for our election to terminate our services. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the returns. The company will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice.

The company should retain all documents, cancelled checks, and other data that form the basis of income, deductions, and credits. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. The company has the final responsibility for the tax returns and, therefore, it should be reviewed carefully before being signed.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the company agrees to compensate us, as set forth above, for the time we expend in connection with such response.

In the event that we become obligated to pay any judgement or similar award, the company agrees to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that the company provided to us during the course of this engagement. The company agrees to indemnify us, defend us, and hold us harmless against such obligations, agreements and/or costs.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If

VOYNOW_028339

you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Stephen Koufakis

Date

December 30, 2009

Mr. Michael Koufakis
Star Toyota, Inc.
205-11 Northern Boulevard
Bayside, NY 11361

Re: Star Toyota, Inc.
Star Auto Body of Queen Village LLC
Star Auto Sales of Queens, LLC (Star Subaru)
Star Mitsubishi
Koufakis Reality LLC
Koufakis Realty 211-52 Jamaica Ave
210-10 Jamaica Ave, LLC
211-48 Jamaica Ave, LLC
Star Hyundai, LLC

Dear Michael:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2009 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2009. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

Our engagement will be satisfied upon delivery of the completed returns. Therefore, you will be solely responsible for filing the returns with the appropriate taxing authorities.

We will prepare the returns from information provided us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. We will not audit or otherwise verify the information submitted. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Historically, we have provided assistance in preparing

VOYNOW_028333

certain reconciliations of balance sheet and income statement accounts based on the information supplied to us. This list is not necessarily all inclusive:

Star Toyota, Inc.
December 30, 2009
Page 2

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses

Unless otherwise noted by you, this same assistance will be provided during the current year engagement and is subject to the same terms and conditions set forth in this letter. Please note that we will not determine the completeness or accuracy of the information supplied and the assistance we do provide is not to be construed as an oversight function, in any respect, of a company's accounting system; therefore, there should be no reliance, stated or implied, by a company on the accuracy of the assistance we are to provide. As a result of our assistance, we may propose standard, adjusting, or correcting journal entries to your books and records. The company, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries on the returns. Furthermore, it is the company's responsibility, once these entries have been agreed to, to post the entries to its accounting system in a timely manner.

The law provides various penalties that may be imposed when taxpayers understate their liability. You acknowledge that such understated tax, and any imposed interest and penalty thereon, are your responsibility. A company's returns may be selected for review by the taxing authorities or a company may receive a notice requesting a response to certain issues on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services.

Any additional services not referenced above will be considered "out of scope" of this engagement letter. Prior to the commencement of "out of scope" services, we will discuss the nature and extent of the work that clarifies these services.

The timeliness of a company's cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare the return within a reasonable period of time prior to the applicable filing deadline.

We will not audit or otherwise verify the data submitted. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask the company for clarification of some of the information provided, and we will inform the company of any material errors, fraud, or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on the tax returns for correctness.

Star Toyota, Inc.
December 30, 2009
Page 3

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. In the end, we will adopt, on the company's behalf the alternative which you select after having considered the information provided by us. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are permitted to sign a tax return only if we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

Any inability to sign a tax return, or non-response of information requested will constitute a basis for our election to terminate our services. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the returns. The company will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice.

The company should retain all documents, cancelled checks, and other data that form the basis of income, deductions, and credits. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. The company has the final responsibility for the tax returns and, therefore, it should be reviewed carefully before being signed.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to

information we obtained and/or prepared during the course of this engagement, the company agrees to compensate us, as set forth above, for the time we expend in connection with such response.

In the event that we become obligated to pay any judgement or similar award, the company agrees to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that the company provided to us during the course of this engagement. The company agrees to indemnify us, defend us, and hold us harmless against such obligations, agreements and/or costs.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Star Toyota, Inc.
December 30, 2009
Page 4

Very truly yours,

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Michael Koufakis

Date

VOYNOW_028336

December 30, 2009

Mr. John Koufakis
Star Nissan, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Star Nissan, Inc.

Dear John:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2009 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2009. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

Our engagement will be satisfied upon delivery of the completed returns. Therefore, you will be solely responsible for filing the returns with the appropriate taxing authorities.

We will prepare the returns from information provided us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. We will not audit or otherwise verify the information submitted. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Historically, we have provided assistance in preparing certain reconciliations of balance sheet and income statement accounts based on the information supplied to us. This list is not necessarily all inclusive:

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses

VOYNOW_028317

Unless otherwise noted by you, this same assistance will be provided during the current year engagement and is subject to the same terms and conditions set forth in this letter. Please note that we will not determine the completeness or accuracy of the information supplied and the assistance we do provide is not to be construed as an oversight function, in any respect, of a company's accounting system; therefore, there should be no reliance, stated or implied, by a company on the accuracy of the assistance we are to Star Nissan, Inc.

December 30, 2009

Page 2

provide. As a result of our assistance, we may propose standard, adjusting, or correcting journal entries to your books and records. The company, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries on the returns. Furthermore, it is the company's responsibility, once these entries have been agreed to, to post the entries to its accounting system in a timely manner.

The law provides various penalties that may be imposed when taxpayers understate their liability. You acknowledge that such understated tax, and any imposed interest and penalty thereon, are your responsibility. A company's returns may be selected for review by the taxing authorities or a company may receive a notice requesting a response to certain issues on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services.

Any additional services not referenced above will be considered "out of scope" of this engagement letter. Prior to the commencement of "out of scope" services, we will discuss the nature and extent of the work that clarifies these services.

The timeliness of a company's cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare the return within a reasonable period of time prior to the applicable filing deadline.

We will not audit or otherwise verify the data submitted. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask the company for clarification of some of the information provided, and we will inform the company of any material errors, fraud, or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will among other things, help assure the preparation of proper returns.

Furthermore, you are responsible to review all of the information presented on the tax returns for correctness.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. In the end, we will adopt, on the company's behalf the alternative which you select after having considered the information provided by us. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are permitted to sign a tax return only if we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

Star Nissan, Inc.
December 30, 2009
Page 3

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

Any inability to sign a tax return, or non-response of information requested will constitute a basis for our election to terminate our services. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the returns. The company will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice.

The company should retain all documents, cancelled checks, and other data that form the basis of income, deductions, and credits. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. The company has the final responsibility for the tax returns and, therefore, it should be reviewed carefully before being signed.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the company agrees to compensate us, as set forth above, for the time we expend in connection with such response.

In the event that we become obligated to pay any judgement or similar award, the company agrees to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that the company provided to us during the course of this engagement. The company agrees to indemnify us, defend us, and hold us harmless against such obligations, agreements and/or costs.

We appreciate the opportunity to be of service to you and believe this

letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

John Koufakis

Date

December 30, 2009

Mr. Steve Koufakis
Metro Chrysler
c/o Star Nissan, Inc.
206-26 Northern Boulevard
Bayside, NY 11361

Re: Metro Chrysler
Star Auto Body of Queen Village LLC

Dear Steve:

We are pleased to confirm and specify the terms of our engagement with the above mentioned companies and to clarify the nature and extent of the services we will provide regarding the preparation of its (their) tax return(s).

We will prepare the 2009 federal tax return, and tax returns for the state and localities of organization and/or where doing business (collectively, the "returns") in 2009. You are responsible for providing us all information necessary to identify all state and localities in which it conducts business or derives income.

Our engagement will be satisfied upon delivery of the completed returns. Therefore, you will be solely responsible for filing the returns with the appropriate taxing authorities.

We will prepare the returns from information provided us. It is the your responsibility to provide all the information required for the preparation of complete and accurate returns. We will not audit or otherwise verify the information submitted. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Historically, we have provided assistance in preparing certain reconciliations of balance sheet and income statement accounts based on the information supplied to us. This list is not necessarily all inclusive:

- Reconciling of Retained Earnings
- Recognition of Depreciation and Amortization Expenses

CONFIDENTIAL

VOYNOW_019118

Unless otherwise noted by you, this same assistance will be provided during the current year engagement and is subject to the same terms and conditions set forth in this letter. Please note that we will not determine the completeness or accuracy of the information supplied and the assistance we do provide is not to be construed as an oversight function, in any respect,

Metro Chrysler
December 30, 2009
Page 2

of a company's accounting system; therefore, there should be no reliance, stated or implied, by a company on the accuracy of the assistance we are to provide. As a result of our assistance, we may propose standard, adjusting, or correcting journal entries to your books and records. The company, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries on the returns. Furthermore, it is the company's responsibility, once these entries have been agreed to, to post the entries to its accounting system in a timely manner.

The law provides various penalties that may be imposed when taxpayers understate their liability. You acknowledge that such understated tax, and any imposed interest and penalty thereon, are your responsibility. A company's returns may be selected for review by the taxing authorities or a company may receive a notice requesting a response to certain issues on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services.

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We will not audit or otherwise verify the data submitted. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask the company for clarification of some of the information provided, and we will inform the company of any material errors, fraud, or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for

retaining supporting documentation for those transactions, all of which will among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on the tax returns for correctness.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. In the end, we will adopt, on the company's behalf the alternative which you select after having considered the information provided by us. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are permitted to sign a tax return only if we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

Metro Chrysler

December 30, 2009

Page 3

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including but not limited to, the time spent as well as the complexity of the services we will perform.

Any inability to sign a tax return, or non-response of information requested will constitute a basis for our election to terminate our services. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the returns. The company will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice.

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In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the company agrees to compensate us, as set forth above, for the time we expend in connection with such response.

In the event that we become obligated to pay any judgement or similar award, the company agrees to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that the company provided to us during the course of this engagement. The company agrees to indemnify us, defend us, and hold us harmless against such obligations, agreements and/or costs.

We appreciate the opportunity to be of service to you and believe this

letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

VOYNOW, BAYARD AND COMPANY
Certified Public Accountants

ACKNOWLEDGED:

Steve Koufakis

Date